

**TOWNSHIP OF HARRISON**  
**Gloucester County, New Jersey**

**COVID-19 OUTDOOR DINING – TEMPORARY USE PERMIT**

This Temporary Use Permit is designed to assist in the reopening and economic recovery of local food businesses while ensuring the health and safety of employees and patrons. For any questions about this permit please contact the Zoning Office at 856-478-6522. *There shall be no fee associated with this permit.*

**APPLICANT CONTACT INFORMATION**

Organization/Business Name _____
Business Owner _____ Contact Phone _____
Business Owner Mailing Address _____
Business Owner Email _____

**PROPERTY INFORMATION**

Property Owner Name (if different) _____
Property Owner Contact Name _____ Contact Phone _____
Property Owner Mailing Address _____
No. of existing approved indoor seats _____
No. of existing approved outdoor seats _____
No. of existing approved outdoor tables _____
No. of proposed new outdoor seats _____
No. of proposed new outdoor tables _____

I, the undersigned, have reviewed, understand and agree to the terms and requirements for the issuance of an Outdoor Dining Temporary Use Permit:

\_\_\_\_\_  
Signature (Business Owner/Officer)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Property Owner/Officer)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Note: The Municipality has the right, in its sole discretion, to deny, limit, or revoke the temporary use when in the opinion of the Municipality the use presents a risk of unreasonable injury to persons or damage to the Public Right-of-Way, the property of the Municipality or others.

## **Purpose of Covid-19 Temporary Outdoor Dining Permit:**

- Grants applicant approval to temporarily convert common areas and parking spaces to outdoor dining.
- Tables and chairs may be placed in these areas as permitted and restricted below.
- Open sided tents may be placed over the provided chairs and tables as permitted and restricted below.

## **Procedures:**

1. Submit completed application, including property owner authorization and signatures, if applicable. In addition, submit fully executed Indemnification and Hold Harmless Agreement and Certificate of Insurance naming Harrison Township as “additional insured.”
2. Submit a Plan showing the limits of the outdoor dining area as well and the number and location of proposed chairs and tables shall be provided prior to approval. This sketch shall be reviewed to ensure Fire Department and EMS access is not impeded, tables are safe from traffic, adequate parking remains available to customers, and ADA compliance.
  - a. Plan MUST show: dimensions of proposed area, number and size of tables, number of seats per table, spacing between tables and any other proposed changes. If the Plan proposal includes a tent, the tent can only be used as a type of roof covering without sides. dimensions of the tent(s) MUST be provided.
  - b. Plan may be hand-drawn on, for example, an aerial photo printed from Google Maps or similar service.
  - c. Plan must comply with all state and local distance requirements.
3. Where proposed outdoor dining DOES NOT include vehicular Parking areas, Township staff will verify that all required information has been provided, and will send a written approval stating that the restaurant has been registered for the new/additional temporary outdoor seating. Upon receipt of the written approval, the new/additional outdoor seating is approved to begin operation. Township staff will subsequently visit the establishment to assist the operator in assuring compliance with all applicable rules.
4. Where the proposed outdoor seating DOES include vehicular Parking Areas, staff will verify that all required information has been provided, and will forward the Application for review by Zoning and EMS Services staff, which will review the Application. If the review results in approval, Township staff will send written approval stating that the restaurant has been approved for the temporary new/additional outdoor seating, will state any conditions of approval (if applicable), and will state that the operator must call to schedule an inspection prior to commencing outdoor dining. Township staff will inspect the new/additional outdoor seating at the scheduled time. The restaurant owner or restaurant manager must be present in order to immediately address any compliance issues. If the inspection is approved, written approval will be sent stating that the new/additional outdoor seating is approved to begin operation.

The Township of Harrison may grant the COVID-19 Outdoor Dining Temporary Use Permit upon strict adherence to the following requirements:

1. All uses under this permit shall be in accordance with the Governors Executive Orders, Gloucester County Orders, Township of Harrison Orders, the CDC, and New Jersey Department of Health Regulations.
2. Must comply with all applicable Fire Department regulations.
3. Applicants shall include the property owner (if not the applicant) on this permit via an authorized signature on page 1 of the application.
4. Operations permitted under this permit are limited solely to outdoor dining. Additional activities or operations other than patron dining are not permitted under this permit.
5. In no instance shall the total existing approved seating capacity of an establishment be increased as a result of this permit. The intent is to mitigate a certain amount of the reduced indoor capacity by permitting additional outdoor dining spaces. [For example: if an establishment has a total of 20 indoor seats and the Governor's Executive Order permits restaurants to operate at 50% indoor capacity, or 10 seats. As such, an establishment may apply to place the other 10 seats outdoors].
6. Open sided tents may be installed over approved outdoor dining areas for protection for the elements.
7. No streets, driveways, drive aisles, drive throughs, or other means for traffic circulations shall be impeded or blocked.
8. A maximum of twenty-five percent (25%) of any vehicular use area may be occupied or otherwise rendered unusable by the placement of temporary structures, equipment, and other features associated with the temporary use permit.
9. Outdoor dining areas shall be separated by the remaining parking and vehicular use areas through the use of temporary physical barriers.
10. All sidewalks or other pedestrian paths must maintain a minimum four (4) foot clear pedestrian path.
11. A minimum of six feet of distance must be maintained between tables, individual diners, and/or groups.
12. All tables or other grouping of seats shall be limited according to the Governor's Executive Orders.
13. New/additional outdoor seating shall not block any established exists from any building.
14. Dining areas shall not encroach into any required landscaped areas or buffers, or cross property lines.
15. Umbrellas, tables, chairs, or tents shall not block any rights-of-way, fire lanes, hydrants, or ADA parking spaces, or located within three (3) feet of any public road or street.
16. No items shall block visibility of street signs, crosswalks and intersections.

17. ADA parking spaces shall not be used for outdoor dining purposes. ADA access and parking shall be maintained as approved.
18. Any outdoor dining provided under this permit, within vehicular use areas, shall be located as close as possible to provided crosswalks– while preserving ADA spaces. This is to facilitate the safe crossing of patrons and employees.
19. Outdoor dining approved under this permit may operate within the same hours as those permitted by the Governor’s Executive Orders. In no instance shall outdoor dining extend beyond these hours of operation.
20. The approved area shall be maintained in a sanitary condition and free from litter and infestation from pests and insects.
22. Temporary or permanent plumbing, electrical, and lighting fixtures shall not be installed as part of this permit.
23. Any directions by the Fire Marshal to modify or discontinue the use due to safety concerns shall be heeded immediately.
24. The Township reserves the right to inspect temporary outdoor dining areas for compliance and safety. The temporary outdoor dining permit may be revoked if compliance with the above stated regulations are not maintained.
25. The Township reserves the right to require the removal of outdoor dining should it, in the opinion of the Township, pose a hazard to the health, safety, and/or welfare of the public.
26. No alcohol is permitted to be sold or served in the temporary outdoor dining area, unless authorized and approved by the Township and the New Jersey Division of Alcoholic Beverage Control.
27. Upon expiration of the existing State/Local orders restricting capacity, or upon a State or Local order allowing 100% restaurant capacity indoors, the use of the outdoor common and/or parking areas for seating shall cease and all areas formerly used for parking shall immediately be returned for parking use. This shall occur no later than five (5) calendar five days from the date of the earlier of either the expiration of the Orders, or the permitting of 100% capacity.

In consideration of the Covid-19 Temporary Outdoor Dining Permit issued to Owner by Township, the receipt of which is acknowledged, Owner covenants and agrees as follows:

**INDEMNIFICATION AND HOLD HARMLESS** The Owner shall indemnify, hold harmless and defend the Township, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Township, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of Owner's use of the named public right-of-way, including all suits or actions of every kind or description brought against the Township, either individually or jointly with Owner for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted by Owner, or through any negligence or alleged negligence in safeguarding the public right-of-way, participants, or members of the public, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the Owner, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the Owner.

**INSURANCE** Notwithstanding the covenant not to sue and indemnification, hold harmless and defense obligations of the Owner, the Owner shall purchase and maintain General Liability and Liquor Liability (if applicable) insurance described in the attached schedule as is appropriate for the type of use and hazards present and as will provide protection to the Township from any and all claims which may arise out of or caused or alleged to have been caused in any manner from Owner's use of the right-of-way, whether it is to be used by the Owner, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the Owner or by anyone for whose acts any of them may be liable.

The Owner shall be required to name the Township as an "Additional Insured" on the Owner's policy of Commercial General Liability and Liquor Liability (if applicable) insurance, and simultaneously with the delivery of the executed Outdoor Dining Temporary Use Permit, the Owner shall provide the Township with Certificate of Insurance and an Endorsement to the Insurance Policy indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the type of use and hazards present, has been obtained and that the Township has been designated as an "Additional Insured". On or before the renewal date of said policy, Owner shall be required to provide the Township with an Endorsement and a Certificate of Insurance indicating the continuation of insurance coverage and designating the Township as an "Additional Insured" for the duration of this Agreement.

The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the amounts listed in the attached schedule or greater where required by law.

Notwithstanding the indemnification, hold harmless and defense obligations of the Owner, the Owner shall provide, at its own cost and expense, proof of the following insurance to the Township:

- General Liability including Products & Completed Operations Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of one million (\$1,000,000) dollars\* with a minimum annual aggregate of two million (\$2,000,000) dollars\*.
- Liquor Liability with a minimum limit of liability per occurrence of one million (\$1,000,000.00) dollars\* with a minimum annual aggregate of two million (\$2,000,000.00) dollars\* (if applicable).
- The Township shall be named as an "Additional Insured", and shall be provided with an endorsement to the policy evidencing the designation.

Failure by the Owner to supply such written evidence of the required insurance coverage, and/or the failure by the Owner to maintain the coverage for the duration of this Agreement shall result in the Owner's default of this Agreement and the Owner shall be prohibited from the proposed temporary use.

The insurance companies providing the above referenced coverage must be licensed by the State of New Jersey and acceptable to the Township. The Owner shall take no action to cancel or materially change any of the insurance required under this Agreement without the Township's prior approval. The maintenance of insurance under this section shall not relieve the Owner of any liability greater than the limits or scope of the applicable insurance coverage.

\_\_\_\_\_  
Signature (Business Owner/Officer)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**For office use only:**

Permit has met all criteria for approval:

\_\_\_\_\_  
Township Staff Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fire Marshall Signature

\_\_\_\_\_  
Date

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_